

In re:	:	
	:	Case No.: 23-10004
Joseph Gormisky	:	Chapter 13
	:	Judge Magdeline D. Coleman
Debtor(s)	:	* * * * *
	:	
PennyMac Loan Services, LLC	:	Date and Time of Hearing
Movant,	:	June 13, 2023 at 10:30 a.m.
vs	:	
	:	Place of Hearing
Joseph Gormisky	:	U.S. Bankruptcy Court
Joseph Gormisky	:	900 Market Street, Suite 400, Courtroom #2
Kenneth E. West	:	Philadelphia, PA, 19107
Respondents.	:	
	:	Related Document # 25

This matter coming to be heard on the *Motion for Relief from Stay* (Dkt. #25) which was filed in this court by PennyMac Loan Services, LLC ("Movant"), Movant and Joseph Gormisky by and through counsel ("Debtor"), have agreed to a course of action which will condition the continuation of the automatic stay upon certain provisions incorporated herein for the protection of Movant; and Parties stipulate to the following and request a Court order confirming the same:

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Amended Chapter 13 Plan within thirty (30) days of the Court Order approving this stipulation.

6. Movant is permitted to file a Supplemental Proof of Claim in the amount of \$6,582.76 representing the total post-petition delinquency. The Supplemental Proof of Claim shall be paid as a secured claim through the Chapter 13 Plan.
7. Payments shall be sent to:

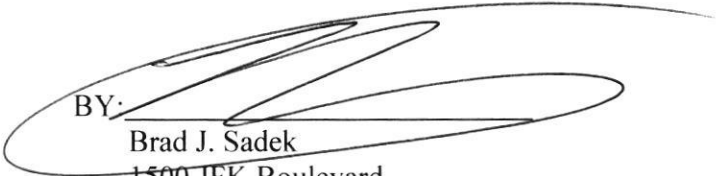
PennyMac Loan Services, LLC
P.O. Box 660929
Dallas, TX 75266-0929
8. Upon completion of the repayment schedule listed above or tender of sufficient funds to bring the loan post-petition current, Debtor must continue to make timely post-petition mortgage payments directly to Movant in a regular monthly fashion.
9. The following are events of default under this Stipulation:
 - a. Debtor's failure to file an Amended Chapter 13 Plan within 30 days of the Court Order approving this stipulation;
 - b. Debtor's failure to remit any future monthly mortgage payment on or before the date on which it is due;
10. In the event of a Default, Movant shall send a Notice specifying the Default, to Debtor and Debtor's counsel ("Notice"), allowing Debtor ten (10) days to cure the Default ("Cure Opportunity"). If the Default is not cured, Movant shall file a Certification of Default with the Court. The automatic stay shall be terminated as to Movant, its principals, agents, successors and/or assigns as to the subject property upon the Court's entry of an Order granting Movant's Certification of Default.
11. If Movant has to send a Notice of Default, the Debtor shall pay \$100.00 per notice, as attorney fees, in addition to whatever funds are needed to cure the default prior to the expiration of the allowed cure period.
12. This Stipulation remains in full force and effect in the event Debtor's case is dismissed by the Court and Debtor subsequently reinstates their case by order of the Court and/or the Movant obtains relief from stay and the stay is subsequently reinstated by order of the Court.
13. If this bankruptcy proceeding is converted to Chapter 7, dismissed or discharged, this Order shall be terminated and have no further force or effect.

MANLEY DEAS KOCHALSKI LLC

Dated: 06/06/2023

BY: /s/ Adam B. Hall
Adam B. Hall (323867)
Manley Deas Kochalski LLC
P.O. Box 165028
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Attorney for Creditor

Dated: 6/6/23

BY: 
Brad J. Sadek
1500 JFK Boulevard
Ste 220
Philadelphia, PA 19102
Email: brad@sadeklaw.com
Attorney for Debtor

I do not object to the foregoing Stipulation

Without Prejudice to Any Trustee Rights or Remedies

/s/ LeeAne O. Huggins June 6, 2023

Kenneth E. West
1234 Market Street - Suite 1813
Philadelphia, PA 19107